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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Abstract Notification dated 19th January 1936.

The attention of the public is invited to the detailed notification pertaining to the sale of exclusive right of collection and removal of Thangadi and Kakke barks on all Government unoccupied Lands, Amrut Mahal Kavals, State Forests and plantations from the date of confirmation of the sales to the 30th June 1937 in Magadi and Anekal Taluks on 6th February 1935 and 8th February 1935 respectively published on pages 125-126, Part VI of the *Mysore Gazette,* dated 30th January 1936.

Notification dated 29th January 1936.

Sealed tenders are invited for the supply of jungle wood fuel from the forests of the Bangalore District for use in the Sugar Factory at Mandya during the year 1936-37.

2. The tender should be addressed to the District Forest Officer, Bangalore District, so as to reach him on or before 3 P.M. of the 27th February1 936. Any tender received after the above-mentioned time and date will not be taken notice of.

3. Each tender should be accompanied by an earnest money of rupees two hundred in currency notes and should be registered, insured and superscribed " Tender for fuel supply to the Sugar Factory at Mandya " Tenders may be submitted for one or more forests.

4. The right of accepting or rejecting any tender is vested in the Chief Conservator of Forests who is not bound to assign any reason for accepting or rejecting the highest or lowest tender.

5 The fuel to be supplied is to be felled in the State Forest coupes noted below under coppice with standard system :—

	Name of Range	Name of Forest	Locality	Approximate quantity	Remarks
1.	Kankanhalli ..	Bananthamari State Forest.	Unworked arrear coupes.	1,000 tons.	To be delivered f.o.r., at Mandya Sugar Factory, *via*, Closepet Railway Station.
2.	Satnur ..	Chilandadi State Forest.	Do ..	1,500 ,,	To be delivered f.o.r., at Mandya, Sugar Factory, *via*, Channapatna.
		Achal State Forest	Do ..	500 ,,	Do

N.B.—Supply of fuel to be spread over practically 7 to 8 months in the year, deliveries being made at 400 tons a month.

Rate should be quoted per unit of one ton by weight.

6. The successful tenderer or tenderers are required to enter into agreement with the District Fores Officer within a week of intimation given to him or them binding to observe the following conditions, in default of which, the contract is liable to be cancelled and the earnest money forfeited to Government. In fulfilment of the terms of the contract, he or they shall deposit in the Government Savings Bank account a sum of Rs. 200 pledged to the District Forest Officer. This amount is liable to be forfeited to Government for the breach of any or all the conditions of agreement and the contract cancelled.

7. The earnest money of the successful tenderer will be retained as security for the fulfilment of the terms of the contract after the bond is executed and of others returned to the parties concerned.

Conditions.

(*a*) The contractor shall fell fuel within the limits of the coupes of the Forest noted above (para 5 *supra*).

(*b*) The following kinds of fuel seasoned and dry, are generally accepted, such as Dindiga, Kagli and other hard fuel kinds.

(*c*) The contractor shall not enter the forest for felling the fuel without a permit in this behalf granted by a Forest Officer.

(*d*) All felled fuel should be sawn and cut into billets of the following size in the place to be appointed by the District Forest Officer. Maximum length 1½ feet and Billets 8 to 9 inches in diameter. Billets below the minimum size will not be accepted. The billets should, as far as possible, be straight. Billets of higher diameter must be split up.

(*e*) Stumps in the coupes should be coppiced.

(*f*) All billeted fuel from Kankanhalli Range (Bananthamari State Forest) should be booked by rail from Closepet, the Contractor meeting all freight etc., and delivered f.o.r., Mandya Sugar Factory. Carting from Bananthamari to the Factory cannot be allowed under any circumstances. Fuel from Satnur Range should be carted to Channapatna and thence railed to Mandya, the contractor meeting all freight etc., and delivered f.o.r., Mandya Sugar Factory.

(*g*) In case of disputes regarding greenage of fuel, the decision of the District Forest Officer is final. Deduction varying from 10 to 20 per cent will be done in case of supplies of green fuel. The contract is liable to be cancelled for persistent supply of green or soft fuel.

(*h*) The Sugar Factory will take delivery of fuel and issue receipts for quantities of fuel received.

(*i*) Payment will be made by the District Forest Officer upon the delivery of the fuel to the Factory at the contracted rates for the net quantities accepted by the said Factory.

(*j*) The Contractor shall begin the supply from the date of agreement and complete it within the stipulated time. The quantity of fuel to be supplied to the Factory in each month will be entered in the agreement.

(*k*) The Chief Conservator of Forests shall be the final authority in all matters of dispute regarding this contract.

(*l*) The contractor shall not fell trees of reserved kinds fruit trees or trees bearing Minor Forest Products. He shall not also cut trees marked as standards and seedlings and saplings under one foot in girth at the base.

(*m*) That he shall agree to abide by the rules of the Department as regards kindling of fires and hold himself responsible for any offence committed by him or his agents employees, workmen, etc.

(*n*) That the earnest money will be returned in full three months after the expiry of the contract period if the whole or any part thereof is not forfeited to Government by the violation of any of the terms of agreement.

(*o*) All rejected firewood will be given over to the contractor after recovering from him two rupees a ton. Or if so desired, the same will be auctioned Departmentally and the sale proceeds given over to the Contractor recovering from him two rupees a ton as seigniorage.

(*p*) The quantity of fuel to be supplied from each Forest is subject to alteration or stoppage without notice.

C. A. JABBAR,
District Forest Officer.

KOLAR DISTRICT.

Resale Notification dated 31st January 1936.

It is hereby notified for general information that the exclusive right of collecting and removing Tupra leaves on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved Lands and Plantations from the date of confirmation of sale to the end of June 1937 in the undermentioned units, will be resold by the District Forest Officer, Kolar District or the Range Forest Officer of the respective units on the dates specified against each at the risk of the original purchaser who has failed to pay up the instalment which fell due on 1st July 1935.

Range	Name of Taluk or Unit	Date of sale	Place of sale
Bagepalli Range ..	Goribidnur Taluk ..	19th February 1936	Goribidnur Travellers' Bungalow.
Do ..	Gudibanda Sub-Taluk ..	Do ..	Do

The auction sale will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day.

For further particulars, please see detailed notification, dated 6th June 1934, published on pages 757 and 758 of Part VI of the *Mysore Gazette*, dated 14th June 1934.

H. V. RANGASWAMI IYENGAR,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 17th January 1936.

It is hereby notified for general information under Section 40 of the Mysore Forest Regulation, that 16 bags of charcoal lying unclaimed on the road side of Chowdankuppe village of Kunigal Taluk, have been kept in the custody of Hyamegowda, Patel of Huliyurdurga. These charcoal bags bear no registered marks or stamp. Persons having any right to the said bags are hereby requested to present a statement of their claims to the undersigned within a month from the date of the publication of this notice and establish their claims thereto, failing which, the bags will lapse to Government under Section 42 of the said Regulation.

Notification, dated 1st February 1936.

It is hereby notified for the information of the general public that about 100 tons of hay collected departmentally will be sold by public auction subject to the confirmation of the Chief Conservator of Forests in Mysore, by the District Forest Officer, or the Range Officer concerned on the dates and at the places noted against them as detailed below :—

Place of collection	Quantity of hay	Date of sale	Place of sale	Remarks
Netagunte	13½ tons	15th February 1936	Nittur T. B.	The quantity may be more or less.
Ammanaghatta	10 ,,			
Goravipura	10 ,,			
Uddehoskere	6½ ,,			
Harenahalli	60* ,,			*Includes bales of hay at Banasandra Railway Station.

For conditions, *vide* detailed sale Notification published on page 39, Part VI of the *Mysore Gazette*, dated 9th January 1936.

B. MADHAVA RAO,
District Forest Officer.

MYSORE DISTRICT.

Notification dated 29th January 1936.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other Officer authorised by the District Forest Officer at 2 P.M., on the dates noted against the Depot under the following conditions :—

Name of Depot	Date of sale	Tea	Honne	Bite	Mathi	others kinds	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Chamrajnagar ..	24th February 1936..	2,000	500	600	..	900	More or less.
Nanjangud ..	27th February 1936..	1,000	500	..	..	200	do
Manchegowdanalli ..	11th March 1936 ..	5,000	1,000	..	5,800	500	do
Mettikuppe ..	28th February 1936 ..	275	13	159	467	306	do
Sunkadakatte ..	18th February 1936 ..	95	31	66	635	12	do
Begur	10th March 1936 ..	4,000	..	..	500	..	do

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers ; should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1936. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 21st January 1936.

The attention of the public is invited to the detailed Notification relating to the auction sale of timber in the Timber Depot, Shimoga, coming off on 17th February 1936 at 9 A.M., published on pages 127-128, Part VI of the *Mysore Gazette*, dated 30th January 1936.

MOHAMED PIR,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 1st February 1936.

It is hereby notified for general information under Section 40 of the Mysore Forest Regulation, that the following timber found unclaimed has been seized and kept in the custody of Patel Basappa of Doddajogihalli.

Persons having any claim to the said timber are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims failing which the timber will lapse to Government under Section 42 of the said Regulation.

Name of village and Taluk	Place where the timber is lying	Kind	Quantity	In whose custody
			C.ft.	
Doddajogihalli, Shikarpur Taluk.	In Government land	Teak Rd.	15—9×2—9. 7—4	In the custody of Patel Basappa of Doddajogihalli Village.
		Do	14—3×2—6. 5—6	
	Bannur Basakka and Holebasappa.		14—3×2—3. 4—6	
			16—6×2—3. 5—2	

H. S. RANGACHAR,
District Forest Officer.

BHADRAVATI DIVISION.

RESALE OF BAMBOOS.

Notification dated 1st February 1936.

It is hereby notified for general information that the right of collection and removal of bamboos in the several Forests of Umblebyle Range of the Division during the calendar year 1936, will be resold by the District Forest Officer on the 24th February 1936, in the District Forest Office, Bhadravati, at the risk of the original purchaser who has failed to abide by the condition of sale.

The kind and quantities of bamboos to be sold will be intimated at the time of sale.

The sale will commence at 2 P.M. precisely on each day if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in cases of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Thangadi sale rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof

relieving him of any liability under the contract. Interest at 6¼ per cent per annum will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself :—

Conditions.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to any body or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1936.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests, or the exploitation by the department for supply to any Government Department.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall re-sell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 1st February 1936.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bhadravati Division, up to 4 P.M. on Monday the 24th February 1936, for the pur hase of the exclusive right of collecting Tangadi (Cassia Auriculata) and Kakke (Cassia Fistula) barks on all Government unoccupied lands and State Forests from the date of confirmation of the tender up to 30th June 1937, in the Channagiri Taluk. The original purchaser has failed to act according to the conditions of sale and hence the *bob* will be resold.

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce on Inam, Jodi, Khayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in Plantations is prohibited. The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each unit must be tendered, separately and if more than one unit is tendered for in the same tender they must be specified separately.

3. Tenders of defaulters, on account of previous leases and those not in accordance with Rule (4) will be summarily rejected.

4. Each tender must be accompanied by (1) a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government in regard to his solvency and its extent, or an

exchange certificate as provided for in clause 5 and (2) also a sum of Rs. 200 as earnest money which must be in the form of currency notes.

5. The cover containing the tender should be addressed to the District Forest Officer, Bhadravati Division and should be duly registered, insured and superscribed "Tender for the lease of Collecting Thangadi and Kakke Barks."

6. Name and address of the tenderer must be clearly given.

7. The tenders will be opened at 4 P.M., before such of the tenderers as may be present.

8. Acceptance of tender rests with the Chief Conservator of Forests in Mysore who may accept or reject any tender without assigning reasons.

9. The highest tenderer shall within three days of the notice of tender acceptance, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any, on the full lease amount at the rate prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

10. If the tender is not accepted by the authority concerned, all moneys paid will be refunded to the party.

For other details and conditions of the lease, please see detailed Notification No. E. 272-1077-34, dated 8th April 1935, published by the Chief Conservator of Forests in Mysore in the *Mysore Gazette*, dated 18th April 1935 (pages 873 to 875 of Part VI).

M. G. VENKATA RAO,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 1st February 1936.

It is hereby notified for the information of the public that the right of collecting and removing of Thupra leaves in Jagalur Taluk during the years 1935-38 and fifteen tons of hay collected departmentally and stocked in Marikanive State Forest adjoining the Old Yelladakere Plantation will be sold by public auction on the dates noted below. Intending purchasers are requested to bid at the sales.

Kind of produce	Place of sale	Date of auction sale and time
Thupra leaves of Jagalur Taluk	Jagalur Travellers' Bungalow	20th February 1936, 2 P.M.
Hay	Yelladakere	16th February 1936, 2 P.M.

The sale will be held by the District Forest Officer or the Range Forest Officer deputed by him.

For sale conditions, etc., please see detailed notifications dated 16th September 1935 and 22nd August 1935, published on pages 1812 and 1659 of the *Mysore Gazettes*, dated 26th September 1935 and 29th August 1935 respectively.

D. NARASIMHAMURTI RAO,
District Forest Officer.

ENGINEERING DEPARTMENT

BANGALORE WATER SUPPLY DIVISION.

LAYING A C. I. TRUNK MAIN OF 18" TO 15" DIAMETER FROM THE BANGALORE WOOLLEN, COTTON AND SILK MILLS, IN ARALEPET, BANGALORE CITY TO BASAVANGUDI.

Notice dated 1st February 1936.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Water Supply Division, Bangalore, up to 4th March 1936, for the laying of C. I. Spigot and Socket Trunk mains of sizes between 18" and 9" and distances up to 14,000 feet. A statement of the quantities of work is furnished herewith. These quantities are however approximate and not guaranteed.

2. The work should be finished in every manner completely within three months after the date of starting, so as to be delivered to regular service within this time.

3. The tenders will be received only from well-known plumbers or contractors who have actual experience in the laying and jointing of large sized water or other mains. Necessary credentials have to accompany these tenders.